



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

June 29, 2012

CBCA 2622-RELO

In the Matter of CARMALLITICIA K. DAVIS

Carmalliticia K. Davis, Meridian, MS, Claimant.

Bob D. Brown, Senior Associate Regional Counsel, Office of General Counsel, Commander Navy Region Southeast, Pensacola, FL, appearing for Department of the Navy.

DRUMMOND, Board Judge.

Claimant, Carmalliticia K. Davis, is an employee of the Department of the Navy (agency). She has asked the Board to review the agency's denial of her request for a waiver of repayment of a portion of a cash bonus she received in connection with a transfer from Mississippi to Louisiana in 2009. For the reasons set forth below, we dismiss the claim for lack of jurisdiction.

Background

Before moving to Louisiana, Ms. Davis signed a relocation bonus service agreement (agreement) which, *inter alia*, states:

In consideration of payments of the bonus for which I qualify under the Federal Employees Pay Comparability Act of 1990 (5 U.S.C. 5753) as implemented by the regulations of the U.S. Office of Personnel Management (OPM) (5 CFR, Part 575), the policies of the Department of the Navy, and the Human Resources Office . . . I hereby agree:

**To serve in . . . [the Human Resources Office in] New Orleans for 1 year(s)
in the position of Supervisory Resources Specialist**

The agreement further required Ms. Davis to refund the bonus if she failed to comply with the terms of the agreement, unless the agency determined that the failure was due to circumstances beyond her control.

In exchange for her signing the agreement, the agency paid Ms. Davis a relocation bonus totaling \$25,000. Ms. Davis' bonus is identified as an award on a Standard Form 50. Three months after moving to Louisiana, she moved back to her old duty station in Mississippi. She continued to perform her new job responsibilities from her old duty station.

In 2010, the agency determined that Ms. Davis, due to her own actions, had failed to comply with the terms of the agreement by not staying in New Orleans for the required one year. The agency determined that Ms. Davis owed the agency \$18,750 (75% of the \$25,000, or \$25,000 minus \$6250). The agency later reduced the repayment amount by \$2083, to \$16,667. Ms. Davis does not contest the agency's calculation.

In June 2011, Ms. Davis entered into a voluntary repayment agreement with the agency and agreed to repay the agency \$16,667 at the rate of \$212 per pay period. She later requested a waiver of her indebtedness citing, *inter alia*, staff shortage in the Mississippi office as the cause for her return. The agency, after finding unacceptable the reasons put forth by Ms. Davis, denied her request. Ms. Davis asked us to review the agency's denial of her request for a waiver.

Discussion

The Board has jurisdiction to settle claims filed by federal civilian employees in connection with a relocation to a new duty station. *See* 31 U.S.C. § 3702(a)(3) (2006); 48 CFR 6104.401 (2011). After reviewing the record in detail, we conclude that the bonus paid to Ms. Davis is not a relocation expense; rather, it is a form of compensation. Accordingly, the Office of Personnel Management (OPM) is the proper agency to settle this dispute. 31 U.S.C. § 3702(a)(2); 5 CFR 575.209.

We therefore dismiss this matter for lack of jurisdiction and transfer it to OPM for resolution.

JEROME M. DRUMMOND
Board Judge